

ORIGINAL

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Attorneys for Plaintiff  
The Northwestern Mutual Life Insurance Company

**FILED**  
IN CLERK'S OFFICE  
U.S. DISTRICT COURT E.D.N.Y.  
★ MAY 25 2011 ★

**BROOKLYN OFFICE**

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK**

**THE NORTHWESTERN MUTUAL LIFE  
INSURANCE COMPANY,**

**Plaintiff,**

**vs.**

**SUSAN V. BREIT, SARAH V. BREIT,  
S.G.G., a minor, AND ADAM GRODIN,  
trustee for the benefit of S.G.G.,**

**Defendants.**

**Civil Action No.:**

**10-cv-04970 (FB) (LB)**

**FILED**  
IN CLERK'S OFFICE  
U.S. DISTRICT COURT E.D.N.Y.  
★ MAY 27 2011 ★

**BROOKLYN OFFICE**

**CONSENT JUDGMENT FOR INTERPLEADER AS TO PLAINTIFF  
THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY ONLY**

**THIS MATTER** having been opened to the Court upon the application filed by McElroy, Deutsch, Mulvaney & Carpenter, LLP, attorneys for plaintiff The Northwestern Mutual Life Insurance Company ("Northwestern Mutual"); and upon notice to and with the consent of all parties; and the Court having reviewed all pleadings and proceedings in this matter to date, being advised that all parties agree to the relief being provided and finding good cause exists for the entry of the within judgment;

IT IS on this 27<sup>th</sup> day of May 2011,

**ORDERED AND ADJUDGED** that Northwestern Mutual's application for interpleader relief against all other parties is hereby granted; and it is further

**ORDERED AND ADJUDGED** that Northwestern shall, subject to the provisions hereof, deposit all life insurance benefits including all accrued interest arising under and pursuant to Northwestern Mutual life insurance policies #699705, #7794953, #8213810, #8817778, #10631172 and #11732454 (collectively, the "Policies") on account of the death of Harry Breit, deceased (the "Decedent"), into the attorney trust account of Mark H. Stofsky, Esq., 189 Montague Street, Brooklyn, New York 11201, to be disbursed in accordance with the further Order of this Court; and it is further

**ORDERED AND ADJUDGED** that the remaining parties will litigate, adjust and/or settle among each other their respective and lawful entitlement to the life insurance benefits arising under and pursuant to the Policies, or upon their failure to do so, this Court will adjudicate the claims and determine to whom the within life insurance benefits should be paid; and it is further

**ORDERED AND ADJUDGED** that upon payment Northwestern Mutual shall be wholly and completely discharged and absolved from any further liability, of whatsoever nature, to each of the parties hereto and any other claimant to the life insurance benefits arising under and pursuant to the Policies on account of the death of the Decedent; and it is further

**ORDERED AND ADJUDGED** that upon payment Northwestern Mutual and its employees, agents, officers, directors, shareholders, attorneys, parent and affiliated corporations, predecessors and successors-in-interest, subsidiaries and assigns are released and discharged from any and all liability, suits, debts, judgments, dues, sums and/or causes of action, whether at law or in equity, to any person, entity, claimant, party to this action or otherwise for any and all

life insurance benefits arising under and pursuant to the Policies on account of death of the Decedent; and it is further

**ORDERED** that the parties hereto are permanently restrained and enjoined from instituting and/or prosecuting any other suit, cause of action, or civil proceeding in any state, federal or other court of competent jurisdiction against Northwestern Mutual seeking life insurance benefits or asserting damage claims arising under the Policies on account of the death of the Decedent; and it is further

**ORDERED AND ADJUDGED** that Northwestern Mutual is awarded reimbursement of its attorneys' fees, costs of suit, expenses, and disbursements in the amount of \$2,500.00 to be paid from the proceeds of the Policies prior to Northwestern Mutual's deposit of the proceeds as provided in this Order; and it is further

**ORDERED AND ADJUDGED** that Northwestern Mutual has released and waived any other claims against the other parties in this litigation regarding the Policies or any related matters, and that Northwestern Mutual is dismissed from this action with prejudice and without any further liability in connection with the Policies and the life insurance benefits due thereunder as a result of the death of the Decedent; and it is further

**ORDERED** that a copy of this judgment shall be served upon all parties within seven (7) days of receipt thereof.

/Signed by Judge Lois Bloom/

~~HON. FREDERIC BLOCK, U.S.D.J.~~

Lois Bloom

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**[Consents of the Parties Contained on Next Page]**

The parties hereby consent to the form and content of the above.

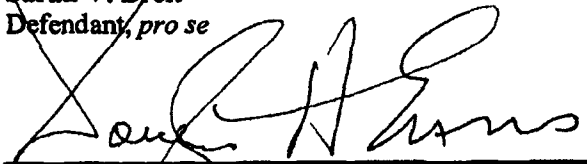
**McElroy, Deutsch, Mulvaney & Carpenter, LLP**  
Attorneys for plaintiff  
The Northwestern Mutual Life Insurance Company

  
By: WILLIAM A. CAMBRIA

**Mark H. Stofsky, Esq.**  
Attorney for defendant Susan Breit

By: MARK H. STOFSKY

~~Sarah V. Breit~~  
~~Defendant, pro se~~

  
**Douglas Evans, Esq.**  
Guardian ad Litem for defendant S.G.G., a minor

**Adam Grodin**  
Defendant, pro se

The parties hereby consent to the form and content of the above.

**McElroy, Deutsch, Mulvaney & Carpenter, LLP**  
Attorneys for plaintiff  
The Northwestern Mutual Life Insurance Company

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By: **WILLIAM A. CAMBRIA**

**Mark H. Stofsky, Esq.**  
Attorney for defendant Susan Breit

  
By: **MARK H. STOFSKY**

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**Sarah V. Breit**  
Defendant, *pro se*

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**Douglas Evans, Esq.**  
Guardian ad Litem for defendant S.G.G., a minor

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**Adam Grodin**  
Defendant, *pro se*

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**McElroy, Deutsch, Mulvaney & Carpenter, LLP**  
Attorneys for plaintiff  
The Northwestern Mutual Life Insurance Company

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By: WILLIAM A. CAMBRIA

**Mark H. Stofsky, Esq.**  
Attorney for defendant Susan Breit

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By: MARK H. STOFSKY



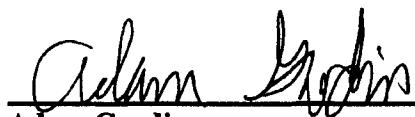
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**Sarah V. Breit**  
Defendant, *pro se*

**Sullivan & Cromwell LLP**  
Guardian ad Litem for defendant S.G.G., a minor

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By: DOUGLAS EVANS



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**Adam Grodin**  
Defendant, *pro se*